

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: March 11, 2008

(X) Consent

() Regular

() Ordinance

☐ Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Loxahatchee River Preservation Initiative Contract SAP No. 4600001245 with the South Florida Water Management District (District) for the Palm Beach County Limestone Creek Phase III Restoration Project, commencing upon execution in FY2008 for a period of one (1) year, in an amount not to exceed \$325,000;

B) approve Budget Transfer of \$325,000 in the Natural Areas Fund from Reserves for Improvements to Transfer to the Capital Outlay Fund to provide matching funds for the project;

C) approve Budget Amendment of \$650,000 in the Capital Outlay Fund to recognize the contract revenue (\$325,000) and a transfer from the Natural Areas Fund (\$325,000) for a total of \$650,000 for the Limestone Creek Natural Area Restoration Project; and

D) authorize the County Administrator, or his designee, to sign all future time extensions, task assignments, certifications, and other forms associated with this contract, and necessary minor amendments that do not change the scope of work or terms and conditions of this contract.

Summary: State matching funds, through the Loxahatchee River Preservation Initiative (LRPI) which are administered by the District, were requested. The LRPI Contract will provide \$325,000 in funding for the Limestone Creek Phase III Restoration Project (Project), on a reimbursement basis. The County's share of the \$650,000 total project cost is \$325,000 provided from the Natural Area Fund. Phase III of the Limestone Creek Restoration Plan will include construction of the oxbows/littoral shelf designed in Phase II of the restoration plan. The Project will provide enhancement of water resources benefiting the Loxahatchee River, including an inter-tidal mangrove wetland and essential wildlife habitat for fish, and migratory bird species. An ADA accessible canoe/kayak launch will be constructed to provide an additional passive recreational use for the local community. District 1 (SF)

Background and Justification: The Limestone Creek Phase III Restoration Project is funded by state appropriation through LRPI. Phase III of the Limestone Creek Restoration plan will (continued on page 3)

Attachments:

1. Contract
2. Budget Transfer (1226)
3. Budget Amendment (3900)

Recommended by:

Department Director

2/19/08

Date _____

Approved by:

County Administrator

4/2/02

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>\$650,000</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Operating Costs	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
External Revenues	<u>(325,000)</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Program Income (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
 NET FISCAL IMPACT	 <u>\$325,000</u>	 <u> </u>	 <u> </u>	 <u> </u>	 <u> </u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes No X
Budget Account No.: Fund Agency Org. Object
Fund Agency Org. RSRC

Reporting Category

- B. Recommended Sources of Funds/Summary of Fiscal Impact
\$325,000.00 State Funds through South Florida Water Management District
\$325,000.00 Natural Areas Fund (matching)

- C. Department Fiscal Review: *JF*

III. REVIEW COMMENTS

- A. OFMB Fiscal and /or Contract Administrator Comments:

atwillhite 2-21-08
OFMB

CN 2/21/08

Contract Administrator

John Khadr
2/21/08
Contract complies with our
contract review requirements.

- B. Legal Sufficiency:

Mammy Jay
Assistant County Attorney

- C. Other Department Review:

Department Director

Background and Justification (continued)

include construction of the oxbows/littoral shelf designed in Phase II of the restoration plan. The existing canal bank will be excavated and regraded to create intertidal mangrove wetlands and associated transitional and upland areas. This will reduce erosive velocities of waters into the tributary, reduce sedimentation into the river, improve tidal flushing of mangrove wetlands, enhance estuarine habitat along the south fork of the River and will help improve overall water quality. The restoration area will provide essential wildlife habitat, including habitat for fish as well as listed migratory bird species. This project will also remove exotic vegetation from the site to enhance and maintain the native habitats. Finally, an ADA accessible canoe/kayak launch consisting of a paved pathway and launching area will be constructed to provide an additional passive recreational use for the local community.



ORIGINAL

SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOCAL GOVERNMENTAL AGREEMENT

AGREEMENT NO. 4600001245

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT is entered into as of the _____ by and between the South Florida Water Management District (**DISTRICT**) and Palm Beach County Board of County Commissioners (**COUNTY**).

WHEREAS, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the **DISTRICT** desires to provide financial assistance to the **COUNTY** for the Limestone Creek North Restoration Phase III; and

WHEREAS, the **COUNTY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

WHEREAS, the Governing Board of the **DISTRICT**, at its December 13, 2007 meeting, approved entering into this **AGREEMENT** with the **COUNTY**;

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **COUNTY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for the project in support of the Limestone Creek-North Restoration Phase III.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of one (1) year.
3. The total **DISTRICT** contribution shall not exceed the amount of Three Hundred Twenty Five Thousand Dollars and No Cents (\$325,000.00). The **DISTRICT** will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$325,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the

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contrary. The **DISTRICT** will notify the **COUNTY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

4. The **COUNTY** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **COUNTY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **COUNTY** shall cost share in the total amount of Three Hundred Twenty Five Thousand Dollars and No Cents (\$325,000.00) in conformity with the laws and regulations governing the **COUNTY**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **COUNTY** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **COUNTY** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date, unless authorized through execution of an amendment to cover succeeding periods.
7. The **COUNTY** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **COUNTY** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **COUNTY** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **COUNTY** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the **DISTRICT** and the **COUNTY** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **COUNTY** under this **AGREEMENT** shall be deemed to be the property of the **COUNTY** upon completion of this **AGREEMENT**. The **COUNTY** shall retain all ownership to tangible property.
9. The **COUNTY**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **COUNTY** and the officers, employees, servants and agents thereof. The **COUNTY** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **COUNTY**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **COUNTY** subcontracts any part or all of the work hereunder to any third party, the **COUNTY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **COUNTY**. Any contract awarded by the **COUNTY** shall include a provision whereby the **COUNTY's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **COUNTY's** subcontract.
10. The **COUNTY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **COUNTY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not

assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **COUNTY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **COUNTY**, upon request, as to any such laws of which it has present knowledge.
14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **COUNTY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **COUNTY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **COUNTY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **COUNTY**.
16. The **COUNTY** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **COUNTY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
 - A. Maintenance of Records: The **COUNTY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.
 - B. Examination of Records: The **DISTRICT** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.
 - C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **COUNTY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.
17. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **COUNTY** shall, in addition to the inspection and audit rights set forth in paragraph #16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
 - A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **COUNTY** as set forth in Exhibit "C". The **COUNTY** shall maintain all financial/non-financial records through:
 - (1) Identification of the state or federal awarding agency, as applicable
 - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
 - (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
 - (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
 - (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year

B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **COUNTY's** financial and non-financial records to the extent necessary to monitor the **COUNTY's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

18. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District

Attn: Gordon Hu, Project Manager
Telephone No. (561) 682-6720

Attn: Patrick Wiener, Contract Specialist
Telephone No. (561) 682-6220

Address:
P.O. Box 24680
3301 Gun Club Road
West Palm Beach, FL 33416-4680

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS--DERM**

Attn: Ross Shearer, Project Manager
Telephone No. (561) 233-2478

Address:
Palm Beach County
Department of Environmental Resources
Management
2300 N. Jog Road---4th Floor
West Palm Beach, FL 33411-2743

19. **COUNTY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
20. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
21. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
22. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, **COUNTY** or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
23. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
24. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.

25. This **AGREEMENT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **AGREEMENT**.
26. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in preceding paragraphs 1 – 24
 - (b) Exhibit "A" Statement of Work
 - (c) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

By: _____

Frank Hayden, Director of Procurement

SFWMD Procurement Approved

By: _____

Date: _____

ATTEST: Sharon R. Bock, Clerk & Comptroller

Deputy Clerk

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Addie L. Greene

Title _____ Chairperson _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Mark Joy 2/25/08
ASSISTANT COUNTY ATTORNEY **DATE**

EXHIBIT "A"
STATEMENT OF WORK
Palm Beach County
Department of Environmental Resources Management
Limestone Creek North Restoration Phase III
SFWMD Contract Number 4600001245

1.0 INTRODUCTION

The Palm Beach County Limestone Creek Restoration Phase III is funded by a combination of Palm Beach County funds with matching funds from the Loxahatchee River Preservation Initiative Program.

Remnants of the old Limestone Creek are located near the S-46 structure on the southwest fork of the Loxahatchee River, just east of I-95. Two remnant black water tributaries drain into the southwest fork of the Loxahatchee River through an approximately 52.5-acre property managed by Palm Beach County as the Limestone Creek Natural Area. The natural area is primarily composed of pine flatwoods, small amounts of scrubby flatwoods, and mesic oak hammock vegetation communities that occur along the black water stream channels. These tributaries have become highly eroded near their juncture with the southwest fork of the river. Drainage improvements for the neighboring Limestone Creek neighborhood have interrupted the historic flow of these drainage ways, leaving them highly impacted hydrologically.

Phases I and II of the Limestone Creek Restoration Plan, which are underway are currently being funded in partnership with the Loxahatchee River Preservation Initiative (LRPI).

Phase III of the Limestone Creek Restoration plan will include construction of the oxbows/littoral shelf designed in Phase II of the restoration plan. The existing canal bank will be excavated and re-graded to create inter-tidal mangrove wetlands and associated transitional and upland areas. This will reduce erosive velocities of waters into the tributary, reduce sedimentation into the river, improve tidal flushing of mangrove wetlands, enhance estuarine habitat along the southwest fork of the River and will help improve overall water quality. The restoration area will provide essential wildlife habitat, including habitat for fish as well as listed migratory bird species. This project will also remove exotic vegetation from the site to enhance and maintain the native habitats. Finally, an ADA accessible canoe/kayak launch consisting of a paved pathway and launching area will be constructed to provide an additional passive recreational use for the local community.

2.0 OBJECTIVE

The purpose of this project is to address erosive velocities of waters in the tributary and sedimentation into the river, by creating a series of oxbows and littoral shelf. These structures will enhance estuarine habitat along the southwest fork of the River, improve water quality and improve tidal flushing of mangrove wetlands. Exotic vegetation will be removed from this site to enhance and maintain native habitats. The project is part of a watershed-based effort to protect the Loxahatchee River.

3.0 SCOPE OF WORK

This project consists of the following components:

Oxbow Construction

- Construction is dependant on the practical designs provided in Phase II. The plans will contain inter-tidal mangrove wetlands and possible oyster beds.

Restoration

- Planting of mangroves and estuarine grasses to improve habitat and water quality

Exotic vegetation removal

- Eliminating nuisance and non-native vegetation and maintaining that vegetation from the property.
- Public Use
- Construction of a kayak/ canoe launch, which is expected to be ADA accessible. Access will be determined in Phase II design.

4.0 WORK BREAKDOWN STRUCTURE

Task 1: Treatment of Exotic Vegetation

The treatment of exotic vegetation within Limestone Creek Natural Area began in 2004 and is ongoing. Ground crews were sent in areas containing Brazilian pepper, *Melaleuca*, Australian pine, *Lygodium* and downy rose myrtle. Additionally, in 2005, a small (.5 acres) Australian pine monoculture was mechanically removed using heavy equipment. Ground crews will be sent in on a regular basis to retreat the exotic seed band and any re-sprouting exotic vegetation as well as all other EPPC Category 1 invasive, non-native vegetation. Exotic groundcover will be targeted as the restoration project proceeds and matures.

Deliverables: PBC ERM shall provide invoices on a quarterly basis, completing the project by July 2009.

Task 2: Project Permitting

Palm Beach County Environmental Resources Management (PBC ERM) will be responsible for securing all appropriate permits which will include but are not limited to the following:

- Environmental Resource Permit.
- USACOE Dredge and fill Permit.
- SFWMD ROW Permit
- PBC Building Permit

Deliverables: PBC ERM shall provide invoices and status reports on a quarterly basis, completing the project by May 2008

Task 3: Construction Bid Process

PBC ERM will prepare the bid documents and advertise for, receive and evaluate bids for construction of the oxbow and public use facilities. An award will be made; contracts signed and notice to proceed given.

Deliverables: PBC ERM shall provide invoices and status reports on a quarterly basis, completing the construction bid process in October 2008.

Task 4: Construction

PBC ERM will implement and oversee construction by the selected contractor.

Deliverables: PBC ERM shall provide invoices and status reports on a quarterly basis, completing the construction in July 2009.

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EXHIBIT "B"
PAYMENT AND DELIVERABLES SCHEDULE

If the total consideration for this AGREEMENT is subject to multi-year funding allocations, funding for each applicable fiscal year of the AGREEMENT will be subject to Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this AGREEMENT shall terminate upon expenditure of the current funding, notwithstanding other provisions in this AGREEMENT to the contrary.

Total payment by the SFWMD shall not exceed the amount of **\$325,000.00**. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by Palm Beach County. Palm Beach County is responsible for reviewing and approving deliverables from the contractor to ensure that project requirements are met. Palm Beach County is also responsible for project management, budget management and quality control with the contractor.

Task	Deliverable	Date	PBC	LRPI (SFWMD)	TOTAL
Task 1	Exotic Vegetation Removal	Feb. 2008 thru July 2009	\$40,000.00	\$40,000.00	\$80,000.00
Task 2	Project Permitting	Feb. 2008 thru May 2008	\$30,000.00	\$0.00	\$30,000.00
Task 3	Construction Bid Process	May 2008 thru Oct. 2008	\$10,000.00	\$10,000.00	\$20,000.00
Task 4	Construction	Nov. 2008 thru July 2009	\$245,000.00	\$275,000.00	\$520,000.00
TOTAL			\$325,000.00	\$325,000.00	\$650,000.00

EXHIBIT C

FUNDS AWARDED TO THE ENTITY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
Federal Program Number	Federal Agency	State Fiscal Year	CSFA Number	CSFA Title Or Funding Source Description	Funding Amount	State Appropriation Category
	Dept of Environmental Protection	2008	37.039	Water Resource Management	\$325,000.00	

Total Award					\$325,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

2008 - 0522

BGEX - 380-0213080000000002233

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
Fund 1226 - Natural Areas Fund

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENC/EXP 2/13/2008	REMAINING BALANCE
<u>Appropriations</u>								
380-3195 Reserve-Natural Areas Stwdship	9909 -Res-Improvement Progrm	2,489,200	1,828,518		325,000	1,503,518	0	1,503,518
820-3290 Transfers	9207-Tr To Capital Outlay Fd 3900	0	3,525,957	325,000		3,850,957	47,300	3,803,657
				325,000	325,000 0			

Environmental Resources

Management

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures & Dates

Richard E. Volpe 2/19/08
Atwillhite 2.21.08

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

March 11, 2008

Deputy Clerk to the
Board of County Commissioners

2008 - 0523

BGEX - 380 - 02130800000000002232

BGRV - 380- 02130800000000000415

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT

Fund 3900 Capital Outlay

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED ENCUMBERED BUDGET / Expended 2/11/2008	REMAINING BALANCE
REVENUES						
381-E441 Limestone Creek 8033-Tr Fr Natural Areas Fd 1226	0	0	325,000	0	325,000	325,000
381-E441 Limestone Creek Greenway 3403-State Grant Capital-Phy Envirn	260,000	260,000	325,000	0	585,000	585,000
TOTAL RECEIPTS & BALANCES	48,617,734	52,378,282	650,000	0	53,028,282	
EXPENDITURES						
381-E441 Limestone Creek Greenway 6504-Design/Eng/Mgmt- Cip Admin	98,535	98,535	650,000	0	748,535	748,535
TOTAL APPROPRIATIONS & EXPENDITURES	48,617,734	52,378,282	650,000	0	53,028,282	

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Richard E. Walby 2/14/08
atwillwhite 2-21-08

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

March 11, 2008

Deputy Clerk to the
Board of County Commissioners